offenses. Where, however, as in the principal case, there is a series of acts committed under such similar and peculiar circumstances as to point to the same person as the perpetrator of all, evidence of the accused's connection with the previous acts will be admissible to prove his connection with the act charged. Parker, C. J., in *People* v. *Molineux*, 168 N. Y. 264, 344, 61 N. E. 286, 313; *Frazer* v. *State*, 135 Ind. 38, 34 N. E. 817. This would seem clearly so where the evidence is introduced to explain the defendant's own statement, referring to the previous occasions and indicating that he had a similar design in mind. See *Commonwealth* v. *Choate*, 105 Mass. 451. For this purpose all the testimony of the witness as to what took place on the other occasions when he had watched for the defendant was admissible. But the defendant's statement, "Of course you know I ain't built like other men," was relevant only through the inference to character, and the defendant's disposition to commit the crime charged cannot be shown even by his own admissions. *Rex* v. *Cole*, 1 Phillips, Evidence (4th Am. Ed.) 181; *People* v. *Bowen*, 49 Cal. 654; *Lucas* v. *Commonwealth*, 141 Ky. 281, 287, 132 S. W. 416, 419. But since there was no specific objection to the admission of this statement, it cannot be taken advantage of on appeal. *State* v. *Stanton*, 118 N. C. 1182, 24 S. E. 536; *Ray* v. *Camp*, 110 Ga. 818, 36 S. E. 242. See also, 24 HARV. L. REV. 148.

INSURANCE — CONSTRUCTION OF PARTICULAR WORDS AND PHRASES IN STANDARD FORMS — STANDARD MORTGAGE CLAUSE AS PROTECTION AGAINST OWNER'S NEGLECT TO FURNISH PROOF OF LOSS. — A mortgagor took out insurance payable to the mortgagee as his interest might appear. The policy provided that "the insured" should furnish proofs of loss within a certain time, and that no act or neglect of the mortgagor should invalidate the mortgagee's right to recover. The mortgagor failed to furnish proofs of loss within the prescribed time. *Held*, that the mortgagee's recovery is not barred by this neglect. *Riddell* v. *Rochester German Ins. Co.*, 89 Atl. 833 (R. I.).

If the mortgagee's right is not protected by a provision in the policy, it will be defeated by any act or neglect which invalidates the mortgagor's contract. *Baldwin* v. *Phoenix Ins. Co.*, 60 N. H. 164; *Shapiro* v. *Western Home Ins. Co.*, 51 Minn. 239, 53 N. W. 463. The standard mortgage clause has sometimes been interpreted as making the mortgagee a peculiarly privileged beneficiary of the contract with the mortgagor. See 23 HARV. L. REV. 311. Under this analysis any misconduct of the mortgagor which rendered the contract void in its inception, would prevent any right in the mortgagee from arising. *Hanover Fire Ins. Co.* v. *Nat. Ex. Bank*, 34 S. W. 333 (Tex. Civ. App.). But the purpose of the clause was to protect the mortgagee against misconduct of the mortgagor at the inception as well as during the existence and after the termination of the risk. See *Syndicate Ins. Co.* v. *Bohn*, 65 Fed. 165, 176, 177. This result is achieved by the weight of authority, on the theory that the clause creates a separate contract of insurance with the mortgagee. *Magoun* v. *Fireman's F. Ins. Co.*, 86 Minn. 486, 91 N. W. 5; *Bacot* v. *Phoenix Ins. Co.*, 96 Miss. 223, 50 So. 729. It would seem further that the mortgagee is not "the insured" within the meaning of the clause, requiring proof of loss in a specified time. The duty would be highly unreasonable if imposed upon one who might not know that there had been a fire until after the expiration of the period set. This, as the principal case holds, is one of the neglects against the effect of which the mortgagee's contract protects him. He should be entitled to recovery on proof of loss in a reasonable time after learning of it. See *Union Institution for Savings* v. *Phoenix Ins. Co.*, 196 Mass. 230, 235, 81 N. E. 994, 996.

INTERSTATE COMMERCE — CONTROL BY STATES — REGULATION OF INTERSTATE SHIPMENT OF INTOXICATING LIQUORS: WEBB-KENYON ACT. — In a suit

in equity to enjoin an express company "from transporting . . . or distributing liquors contrary to law" it was found that beer was shipped at various times *via* the defendant carrier from Illinois to a consignee in Iowa who did not hold a permit to sell intoxicants. An Iowa statute prohibits express companies, etc., to transport liquor to persons not holding permits. It was conceded that unless the Webb-Kenyon Act (which prohibits the transportation of liquors into a state to be used in violation of state laws) was constitutional, the petition for injunction must fail. *Held*, that the injunction should be granted. *State* v. *U. S. Express Co.*, 145 N. W. 451 (Iowa).

It is well settled that the Wilson Act, by which Congress deprived a shipment of liquor of its interstate character upon delivery to the consignee, is constitutional. *In re Rahrer*, 140 U. S. 545. But this Act does not apply until delivery by the carrier to the consignee has been completed. *Rhodes* v. *Iowa*, 170 U. S. 412; *Heymann* v. *Southern R.*, 203 U. S. 270. Adequate prevention of illegal selling may reasonably require regulation and restriction of transportation. *Cf. Louisville, etc. R.* v. *Cook Brewing Co.*, 223 U. S. 70. The Webb-Kenyon Act, entitled "An Act divesting intoxicating liquors of their interstate character in certain cases," purports to remove the last barrier to placing the complete control of the liquor traffic under the local police power. See 6 ME. L. REV. 292; 20 CASE AND COMMENT 448. The principal case assembles the arguments in favor of its constitutionality. It has been held to be constitutional in *State* v. *Grier*, 88 Atl. 579 (Del.). It is no more a delegation of power than was the act "forbidding the transportation of free negroes from one state to another where they were forbidden to reside"; 2 STAT. 205; or the act forbidding "the transportation of game killed in violation of local laws"; *Rupert* v. *United States*, 181 Fed. 87. See also 14 COL. L. REV. 321. Whether, in the absence of knowledge by the carrier of an intended illegal use by the consignee, the carrier has "an interest" in the shipment within the act, so that the transportation may be restricted, is subject to conflicting opinions. But the better view holds that the act includes the "consignor, common carriers, and other transporting agencies." *State* v. *Grier*, *supra;* 77 CENT. L. J. 437. *Contra, Adams Express Co.* v. *Commonwealth*, 157 S. W. 908 (Ky.). It has been held that the state legislation need not be reënacted to secure the benefits of the Wilson Act. *Commonwealth* v. *Calhane*, 154 Mass. 115, 27 N. E. 881; *In re Rahrer*, *supra*. The principal case seems correct in applying this analogy to the Webb-Kenyon Act. *Contra, Atkinson* v. *Southern Express Co.*, 78 S. E. 516 (S. C.). For a thorough discussion of the principles involved in the situation presented by the principal case, see 26 HARV. L. REV. 78 and 533.

LANDLORD AND TENANT — CREATION OF TENANCY FROM YEAR TO YEAR — HOLDING OVER BY RECEIVER.— The defendant was appointed receiver of a lessee company. He went into possession, paying rent in the stipulated installments, and continued to occupy the premises, and to pay rent, for seven months after the expiration of the term. *Held*, that only a tenancy at will was thereby created. *Dietrick* v. *O'Brien*, 89 Atl. 717 (Md.).

A holding over by a tenant after the expiration of a lease may be either an unlawful act or the result of a new agreement. If the former, it is generally recognized that the landlord has an option to regard the tenant either as a trespasser, or as a tenant from year to year. *Hall* v. *Myers*, 43 Md. 446; *Parker* v. *Page*, 41 Ore. 579, 69 Pac. 822. *Contra, Edwards* v. *Hale*, 9 Allen (Mass.) 462. This tenancy is imposed by law irrespective of the consent or intent of the tenant. *Conway* v. *Starkweather*, 1 Den. (N. Y.) 113; *Cavanaugh* v. *Clinch*, 88 Ga. 610, 15 S. E. 673. If, however, the holding over is in accordance with a new agreement, the new tenancy is only presumptively a periodic one, and its real terms, as well as its existence, are to be determined